

EXHIBIT F



RKB
SEP 10 2007

In the Matter Of:

Drexel

v.

Harleysville Insurance Co.

C.A. # 05-428 (JJF)

Transcript of:

Carey Daniel Riddle

August 30, 2007

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Drexel v. Harleysville Insurance Co.

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

LAYNE DREXEL,)
)
Plaintiff,)
) Civil Action
v.) No. 05-428 (JJF)
)
HARLEYSVILLE INSURANCE CO.,)
)
Defendant.)

Deposition of CAREY DANIEL RIDDLE taken pursuant to notice at the law offices of Smith, Katzenstein & Furlow LLP, 800 Delaware Avenue, 10th Floor, Wilmington, Delaware, beginning at 1:35 p.m. on Thursday, August 30, 2007, before Kurt A. Fetzer, Registered Diplomate Reporter and Notary Public.

APPEARANCES:

ROBERT K. BESTE, III, ESQ.
SMITH KATZENSTEIN & FURLOW
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Wilmington, Delaware 19899
For the Plaintiff

STEPHEN P. CASARINO, ESQ.
CASARINO CHRISTMAN & SHALK
800 North King Street - Suite 200
Wilmington, Delaware 19801
For the Defendant

ALSO PRESENT:
SHERRY CLODFELTER

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| <p style="text-align: right;">2</p> <p>1 CAREY DANIEL RIDDLE, 2 the deponent herein, having first been 3 duly sworn on oath, was examined and 4 testified as follows: 5 EXAMINATION 6 BY MR. BESTE: 7 Q. Good afternoon, Mr. Riddle. My name is Rob 8 Beste. 9 Am I pronouncing your last name right? 10 A. Riddle, yes. 11 Q. Riddle. My name is Rob Beste. I represent the 12 plaintiff, Layne Drexel, in this matter. 13 Have you ever had your deposition taken 14 before? 15 A. I have not. 16 Q. As we move through the deposition, I'll be 17 asking you a number of questions. If you don't 18 understand any of the questions, please let me know. 19 A. Okay. 20 Q. And if you don't let me know, I'll assume that 21 you do understand the question I'm asking you. 22 Fair enough? 23 A. Fair enough. 24 Q. Can you state your name, age and date of birth</p> | <p style="text-align: right;">4</p> <p>1 Q. Is that after you graduated from college? 2 A. No. I worked for another insurance company 3 before that. 4 Q. Just one between college and Harleysville? 5 A. Yes. 6 Q. What insurance company was that? 7 A. Federated Mutual Insurance. 8 Q. What office did you work out of? 9 A. Nashville. 10 Q. What was your position with that company? 11 A. I began with Federated Insurance as an auto 12 property adjuster, auto material damage. 13 Q. Did that change while you were there? 14 A. It did. I did that for approximately two years 15 and then became a field adjuster doing multi-line 16 claims, did that for a couple of years, became a 17 supervisor for about one year and then the claims 18 office closed. 19 Q. What do you mean by multi-line? 20 A. As opposed to doing just first party property 21 or just bodily injury or just work comp or whatever, 22 it encompassed a little bit of everything. 23 Q. What was the first position you took with 24 Harleysville? What was the title?</p> |
| <p style="text-align: right;">3</p> <p>1 for the record? 2 A. Carey Daniel Riddle. I'm 35 years old. Date 3 of birth, 10-19-71. 4 Q. Are you currently the claims adjuster 5 supervising Mr. Drexel's claim that we're here about 6 today? 7 A. Yes. It has a different file handler, but I'm 8 still the supervisor on the claim. 9 Q. And by "file handler," that's the role that 10 Ms. Clodfelter previously filled? 11 A. Correct. 12 Q. And was that transferred essentially because 13 she's a witness in the case? 14 A. No. My recollection is that it was originally 15 transferred because she left the company. 16 Q. Okay. Who is currently the adjuster under you? 17 A. Christopher Logan. 18 Q. Is he in Nashville? 19 A. He is. 20 Q. And you're in Nashville as well? 21 A. Yes. 22 Q. How long have you been working for Harleysville 23 Insurance Company? 24 A. Since August 2001.</p> | <p style="text-align: right;">5</p> <p>1 A. Senior claims specialist. 2 Q. Is that the position that you hold now? 3 A. No. 4 Q. What position do you hold now? 5 A. Claims supervisor. 6 Q. Can you explain the hierarchy in the claims 7 department and where you fit into it? 8 A. There are claims specialists that are the 9 primary file handlers. They report to a claims 10 supervisor, who then reports to a unit manager, who 11 then would report to a regional vice president in 12 charge of each claims office, and there are other 13 levels above that. 14 Q. Do you currently have authority over resolving 15 this claim or do you need to go to someone else to do 16 that? 17 A. I do not. 18 Q. You do not have authority? 19 A. No. 20 Q. Who does have authority? 21 A. It would be at the home office level because 22 it's in litigation. 23 Q. Once it gets into litigation, it's transferred 24 to the home office?</p> |

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| 6 | <p>1 A. Ultimate authority would be, yes.</p> <p>2 Q. So do you have any current responsibilities</p> <p>3 with respect to this claim?</p> <p>4 A. General oversight of the primary file handler</p> <p>5 is all.</p> <p>6 Q. Is the primary file handler still active on</p> <p>7 Mr. Drexel's claim?</p> <p>8 A. Yes.</p> <p>9 Q. What exactly is being done with respect to</p> <p>10 Mr. Drexel's claim currently?</p> <p>11 A. It is in litigation, so the primary file</p> <p>12 handler would be dealing with this type of issue. He</p> <p>13 would work with Mr. Casarino on scheduling</p> <p>14 depositions, going through discovery and that type of</p> <p>15 thing.</p> <p>16 Q. That's not done out of the home office?</p> <p>17 A. The scheduling and that kind of stuff, no.</p> <p>18 Q. So it's just the overall authority on</p> <p>19 resolution that's taken to the home office, more or</p> <p>20 less?</p> <p>21 A. Yes. They have ultimate responsibility on the</p> <p>22 litigation files for decisions.</p> <p>23 Q. Who at the home office is overseeing this</p> <p>24 claim? I think I asked you. I'm sorry if I did.</p> | 8 |
| 7 | <p>1 A. That's all right.</p> <p>2 Grant Parker. And his title is, I believe</p> <p>3 it's property consultant, but he would be the first</p> <p>4 home office level person involved here. And I think</p> <p>5 he has authority over first party property in</p> <p>6 litigated files. I'm sure he has some sort of</p> <p>7 monetary limit over which it would go to somebody</p> <p>8 else.</p> <p>9 Q. What is your understanding of why Harleysville</p> <p>10 will not pay Mr. Drexel's claim?</p> <p>11 A. My understanding is that he did not pay his</p> <p>12 premium and, therefore, his policy expired at renewal</p> <p>13 and that's why we did not pay the claim.</p> <p>14 Q. What is your understanding of what Harleysville</p> <p>15 specifically did when it made that decision? What did</p> <p>16 it do to the policy?</p> <p>17 A. I can only speak to the claims side.</p> <p>18 Q. Sure, your understanding. I just want to know</p> <p>19 what you understand.</p> <p>20 A. And as far as the claims side of the house</p> <p>21 goes, my understanding is we checked coverage</p> <p>22 initially upon receipt of the claim. It was in effect</p> <p>23 at that time, at least the claims, the underwriting</p> <p>24 coverage screen shows that it was.</p> | 9 |
| | <p>1 We investigated the claim, came to an</p> <p>2 agreed number on the damages with the contractor of</p> <p>3 Mr. Drexel's choice and in the process of issuing the</p> <p>4 check were notified by the underwriting side of the</p> <p>5 house that there was no policy in effect.</p> <p>6 Q. Do you have an understanding of why there was</p> <p>7 no policy in effect on the date of the loss?</p> <p>8 A. My understanding is that he didn't pay his</p> <p>9 premium and, therefore, the policy expired. There's</p> <p>10 no policy in effect because he didn't pay for it.</p> <p>11 Q. And you're drawing a distinction between a</p> <p>12 policy expiring and what? A policy being canceled?</p> <p>13 A. Yes. I mean, those are more underwriting type</p> <p>14 of questions. From the claims side of the house, all</p> <p>15 we know is it's either in effect or it's not.</p> <p>16 Q. The claims department has no authority to make</p> <p>17 those decisions?</p> <p>18 A. We do not.</p> <p>19 Q. Harleysville has a claims department that you</p> <p>20 work in?</p> <p>21 A. Yes.</p> <p>22 Q. It has an underwriting department?</p> <p>23 A. Yes.</p> <p>24 Q. Which you work closely with, I assume?</p> | |

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| 10 | <p>1 department sent to Mr. Drexel's property prior to the</p> <p>2 loss at issue in this case?</p> <p>3 A. Not to my knowledge.</p> <p>4 Q. Aside from underwriting claims, actuary and</p> <p>5 loss control, does Harleysville have any major</p> <p>6 structure to it?</p> <p>7 A. Not that I'm aware of. They may separate out</p> <p>8 things like accounting. If that's its own department,</p> <p>9 I don't know.</p> <p>10 Q. Do you know what department handles payment,</p> <p>11 premium payment process, remittance processing?</p> <p>12 A. I would assume it's either underwriting or some</p> <p>13 offshoot of underwriting. I can only say it's not</p> <p>14 claims.</p> <p>15 Q. Do you have any connection or knowledge</p> <p>16 regarding the remittance processing system or</p> <p>17 processes?</p> <p>18 A. I do not.</p> <p>19 Q. How did you prepare for the deposition today?</p> <p>20 A. I met with Mr. Casarino this morning before the</p> <p>21 deposition to discuss the claim.</p> <p>22 Q. Did you look at any documents during that?</p> <p>23 A. Only the log notes from the claim file that you</p> <p>24 have here.</p> | 12 | <p>1 Q. Yes.</p> <p>2 A. I -- my recollection is that I asked him to</p> <p>3 refresh my memory as to what this claim was about just</p> <p>4 briefly, yes.</p> <p>5 Q. What did he tell you?</p> <p>6 A. I don't remember the specifics.</p> <p>7 Q. Roughly.</p> <p>8 A. Something to the effect of this is the case</p> <p>9 with the premium issue where there was a non-payment</p> <p>10 and cancellation around the time that we were trying</p> <p>11 to cut a check on the claim.</p> <p>12 Q. Do you have an independent recollection of this</p> <p>13 claim?</p> <p>14 A. Vague, sure. I mean, it was three years ago.</p> <p>15 So because I was -- the primary handler was three</p> <p>16 years ago. Because I am still Mr. Logan's supervisor,</p> <p>17 I'm aware that this claim is in litigation and that</p> <p>18 he's handling it.</p> <p>19 Q. Do you have a specific recollection of the</p> <p>20 events of the summer of 2004 with respect to this</p> <p>21 claim?</p> <p>22 A. Only from reviewing the notes. I can see what</p> <p>23 happened and have some vague memory of this claim.</p> <p>24 I'm not going to remember specific</p> |
| 11 | <p>1 Q. You're referring to the ones that were</p> <p>2 produced?</p> <p>3 A. That we brought with us this morning, yes.</p> <p>4 Q. Do you know what? Let's make that H-20.</p> <p>5 A. Sure.</p> <p>6 Q. Just to have a record of it.</p> <p>7 (H Deposition Exhibit No. 20 was marked</p> <p>8 for identification.)</p> <p>9 BY MR. BESTE:</p> <p>10 Q. Did you discuss the case with anyone else aside</p> <p>11 from Mr. Casarino before your deposition today?</p> <p>12 A. Yes. Me and Ms. Clodfelter flew up here</p> <p>13 together yesterday on the same airplane and rode from</p> <p>14 the airport to here in the same rental car, so I'm</p> <p>15 sure we had some brief discussions about it, yes.</p> <p>16 Q. Anyone else aside from Ms. Clodfelter?</p> <p>17 A. Mr. Logan, the primary, the current file</p> <p>18 handler would have been the one that informed us that</p> <p>19 we were being deposed and asked us for the dates when</p> <p>20 we would be available, so I would have had a</p> <p>21 discussion with him as well.</p> <p>22 Q. Did you discuss the substance of the case or</p> <p>23 the claims, anything like that with him?</p> <p>24 A. With Mr. Logan?</p> | 13 | <p>1 conversations, no.</p> <p>2 Q. But you can't sitting here today without</p> <p>3 looking at documents remember any aspect of adjusting</p> <p>4 this claim?</p> <p>5 A. No.</p> <p>6 Q. I think I asked you this. I apologize.</p> <p>7 Where is payment processing or remittance</p> <p>8 processing handled within Harleysville?</p> <p>9 A. I don't know. I know where the claims checks</p> <p>10 are printed out of and mailed from, but that would</p> <p>11 probably be a separate deal.</p> <p>12 Q. And they're mailed from the home office in</p> <p>13 Harleysville, Pennsylvania?</p> <p>14 A. Correct.</p> <p>15 Q. In the summer of 2004 when this claim came in</p> <p>16 at the end of June, can you explain to me logistically</p> <p>17 what your role was at Harleysville?</p> <p>18 A. As it pertains to the handling of claims?</p> <p>19 Q. Yes. What would you have done when this claim</p> <p>20 came in? Start with how it came to your attention and</p> <p>21 what you did from there.</p> <p>22 A. The insured or the agent or whoever would</p> <p>23 report the claim by calling it into our call center in</p> <p>24 Pennsylvania. Somebody there would enter the</p> |

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| 14 | <p>1 information into the claims computer system and</p> <p>2 electronically send that to our claims office in</p> <p>3 Nashville, where a clerical person would</p> <p>4 electronically forward it to the supervisor over that</p> <p>5 line of business.</p> <p>6 In our case in property there were at the</p> <p>7 time and are two supervisors, myself and Mr. Duncan,</p> <p>8 who you may see referred to in the notes. And one of</p> <p>9 us would have seen the claim on the screen and</p> <p>10 forwarded it to a file handler specialist.</p> <p>11 Q. And in this case you referred it to</p> <p>12 Ms. Clodfelter?</p> <p>13 A. I think Mr. Duncan I believe is the one that</p> <p>14 actually did it, but yes.</p> <p>15 Q. I want to hand you H-1. Does the June 22nd at</p> <p>16 12:46 entry confirm that Mr. Duncan was the first --</p> <p>17 I'm sorry -- was the person who assigned the claim to</p> <p>18 Ms. Clodfelter?</p> <p>19 A. That is correct, yes.</p> <p>20 Q. Can you explain to me the entry before that,</p> <p>21 the very first entry on H-1?</p> <p>22 A. The June 22nd 10:50?</p> <p>23 Q. Yes, sir.</p> <p>24 A. That appears to be the note entered by the call</p> | 16 |
| 15 | <p>1 center employee who took the phone call from</p> <p>2 Mr. Drexel.</p> <p>3 Q. Is that K Slonake a call center employee do you</p> <p>4 think?</p> <p>5 A. Yes.</p> <p>6 Yeah.</p> <p>7 Q. Are you aware that if Mr. Drexel is successful</p> <p>8 in his contractual claim under the policy that he can</p> <p>9 recover, possibly recover his attorney's fees?</p> <p>10 A. I was not specifically aware of that.</p> <p>11 Q. When a claim comes into Harleysville, what are</p> <p>12 the adjusters' primary responsibilities?</p> <p>13 A. The first responsibility would be to look at</p> <p>14 the underwriting computer system to see if there's</p> <p>15 coverage there and, if so, what the policy forms were,</p> <p>16 the limits of insurance, et cetera.</p> <p>17 And then after that, the specialist's next</p> <p>18 responsibility would be to contact the policyholder to</p> <p>19 discuss the claim.</p> <p>20 Q. The claims handler acts as the underwriting</p> <p>21 department's computer system?</p> <p>22 A. There are -- there's a claims computer system</p> <p>23 where these log notes are inputted and generated from.</p> <p>24 There's a separate side of the system that we can see</p> | 17 |
| | <p>1 but not do anything to. In claims parlance, we can't</p> <p>2 add information to it or take information out of it.</p> <p>3 Q. It's static?</p> <p>4 A. It's static for us. I guess we would have read</p> <p>5 only access, if you want to call it that.</p> <p>6 Q. And the underwriting department has control, if</p> <p>7 you will, of that information?</p> <p>8 A. I assume it's them or processing. If there's</p> <p>9 some step in between, I don't know. But it's what I</p> <p>10 would in the claims department refer to as the</p> <p>11 underwriting system.</p> <p>12 Q. What other systems aside from the claims system</p> <p>13 and the underwriting system does a Harleysville claims</p> <p>14 agent have access to when they're adjusting the claim?</p> <p>15 A. The claim adjusters? Obviously, they have an</p> <p>16 e-mail system. They have access to the Internet.</p> <p>17 But as far as company systems in 2004,</p> <p>18 those are the main systems.</p> <p>19 Q. E-mail, claims and underwriting?</p> <p>20 A. Yes.</p> <p>21 Q. To your knowledge, are there any other systems</p> <p>22 that claims representatives have access to or had</p> <p>23 access to in 2004?</p> <p>24 A. In 2004, not to my knowledge. There are now.</p> | |

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| 18 | <p>1 system information?</p> <p>2 A. Yes. I don't know if it's technically a</p> <p>3 processing system or an underwriting system. Yes, the</p> <p>4 policy information that we can see but not enter</p> <p>5 anything into. Yes, I would call it the underwriting</p> <p>6 system.</p> <p>7 Q. So whatever that underwriting system tells her,</p> <p>8 that's what she goes by?</p> <p>9 A. Yes.</p> <p>10 Q. And her responsibilities only include verifying</p> <p>11 coverage through that system and do not include any</p> <p>12 other means of verifying coverage. Is that right?</p> <p>13 A. That's correct. She can only assume that that</p> <p>14 coverage is accurate.</p> <p>15 Q. And she's instructed to rely on that</p> <p>16 information?</p> <p>17 A. Yes.</p> <p>18 Q. Do you know how frequently the underwriting</p> <p>19 system is updated?</p> <p>20 A. I have no idea.</p> <p>21 Q. Do you have any knowledge regarding how long it</p> <p>22 takes a change in that information to be accessible to</p> <p>23 the claims department?</p> <p>24 A. I do not.</p> | 20 | <p>1 of mail is received, a note is put into the log.</p> <p>2 Q. And you're referring to H-1?</p> <p>3 A. I am.</p> <p>4 Q. Say, for example, in June of 2004</p> <p>5 Ms. Clodfelter made a note at 11:45:35 on June 23rd,</p> <p>6 how long would it take before other users of the claim</p> <p>7 system would have access to her notes?</p> <p>8 A. Other claims employees would have access to</p> <p>9 that note immediately upon her entering the note.</p> <p>10 Q. She hits enter and everybody can access it?</p> <p>11 A. That's correct.</p> <p>12 Q. Do you have any reason to believe that the</p> <p>13 underwriting system functions differently than the</p> <p>14 claims system in that respect?</p> <p>15 A. I do not.</p> <p>16 Q. Where does the claims handler document whether</p> <p>17 the coverage was effective?</p> <p>18 A. In the claims system log notes as we see here,</p> <p>19 H-1.</p> <p>20 Q. And you're referring to Ms. Clodfelter's note</p> <p>21 on June 23rd at 11:45?</p> <p>22 A. Yes, sir.</p> <p>23 Q. And that note tells you that Ms. Clodfelter</p> <p>24 performed her responsibility and checked the</p> |
| 19 | <p>1 Q. I mean, do you have any reason to believe it's</p> <p>2 an extended period of time? More than a day?</p> <p>3 A. I don't have any reason to believe it is</p> <p>4 anything at all. I mean, I have no clue. I wouldn't</p> <p>5 know.</p> <p>6 Q. Do you have any experience or recollection of</p> <p>7 speaking to the underwriting department about a change</p> <p>8 to their information and then seeing it later in the</p> <p>9 system?</p> <p>10 A. I'm sure there have been instances where we</p> <p>11 have called underwriting and asked if an endorsement</p> <p>12 was added or not and usually they would just if we had</p> <p>13 some specific question they would e-mail us a</p> <p>14 response. I don't have any reason to believe that</p> <p>15 once they enter the information into the system that</p> <p>16 it takes any serious length of time for it to show up.</p> <p>17 Q. How about the claims system, do you know how</p> <p>18 frequently that information is updated? I'm sorry.</p> <p>19 Bad question.</p> <p>20 With respect to the claims system, how</p> <p>21 frequently is that information updated?</p> <p>22 A. It depends on the claim, but these log notes</p> <p>23 that we're looking at, for example, are updated almost</p> <p>24 on a daily basis. As a phone call is made or a piece</p> | 21 | <p>1 underwriting system regarding the effective dates of</p> <p>2 coverage?</p> <p>3 A. Upon writing that note, yes, that would be my</p> <p>4 assumption, that she got that information from the</p> <p>5 underwriting system.</p> <p>6 Q. And she recorded it in the notes that we</p> <p>7 already discussed?</p> <p>8 A. Yes.</p> <p>9 Q. It doesn't appear that that note references any</p> <p>10 effective dates of coverage. Is that correct?</p> <p>11 A. I don't see them, no, that's correct.</p> <p>12 Q. So that's just a note that coverage was in</p> <p>13 effect at the date of loss?</p> <p>14 A. It doesn't specifically say that, but my</p> <p>15 assumption would be that had coverage not, had the</p> <p>16 screen not shown coverage in effect when she looked at</p> <p>17 it, she would have noted that information.</p> <p>18 Q. Because from her prior entries you can tell she</p> <p>19 was aware that the date of loss was June 22nd, 2004?</p> <p>20 A. Yes.</p> <p>21 Q. Is the claims handler required at any time</p> <p>22 subsequent to the initial processing of a claim to</p> <p>23 check whether the policy was effective on the date of</p> <p>24 loss?</p> |

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| 22 | <p>1 A. After they initially do that, I am not aware of</p> <p>2 any requirement that they do it again, no.</p> <p>3 Q. Are you aware that any employee or</p> <p>4 representative of Harleysville is again required to</p> <p>5 check that information after the initial processing of</p> <p>6 a claim?</p> <p>7 A. I'm not.</p> <p>8 Q. During the processing of a claim in 2004, what</p> <p>9 materials, aside from the computer systems we have</p> <p>10 discussed, does a claim handler have access to to</p> <p>11 assist them?</p> <p>12 A. I'm not sure I understand the question.</p> <p>13 Q. Are there any books or policies or manuals or</p> <p>14 anything like that that a claims handler would have</p> <p>15 access to in 2004 when processing a claim?</p> <p>16 A. There would be a property manual which is a</p> <p>17 manual of procedures for first party property claims.</p> <p>18 At that time there may have been what was referred to</p> <p>19 as a best practices manual. I don't know what years</p> <p>20 or dates that was in effect. There was one at one</p> <p>21 point.</p> <p>22 Q. How would you find that out if I asked you to,</p> <p>23 when it was in effect?</p> <p>24 A. I'm sure I could contact somebody in our home</p> | 24 |
| 23 | <p>1 office to ask that question.</p> <p>2 Q. Anything else besides the property manual and</p> <p>3 the best practices manual?</p> <p>4 A. Not that I'm aware of.</p> <p>5 Q. So aside from the Internet, the e-mail system,</p> <p>6 the claims and underwriting computer systems, the</p> <p>7 property manual and the best practices manual, if that</p> <p>8 was in place in 2004, what other resources would a</p> <p>9 claims handler have when processing a claim?</p> <p>10 A. In 2004? I think at that time there would be a</p> <p>11 scene access system which is nothing more than a</p> <p>12 portal to send and receive assignments to independent</p> <p>13 adjusters.</p> <p>14 MR. BESTE: Could we have this marked as</p> <p>15 H-21, please?</p> <p>16 (H Deposition Exhibit No. 21 was marked</p> <p>17 for identification.)</p> <p>18 BY MR. BESTE:</p> <p>19 Q. I'm sorry. I only have one copy of that.</p> <p>20 Is this document part of the scene access</p> <p>21 system? I refer you to the top left-hand corner.</p> <p>22 A. It appears to be, yes.</p> <p>23 Q. And is that the initial means that Harleysville</p> <p>24 hired or notified independent adjusters to adjust the</p> | 25 |
| | <p>1 claim?</p> <p>2 A. Not always. Some vendors are on the system and</p> <p>3 some are not. But it looks like in Mr. Powell's case</p> <p>4 that he was and that would have been how the</p> <p>5 assignment was sent to him.</p> <p>6 Q. Okay. So Harleysville assigned Mr. Powell to</p> <p>7 do what with respect to this claim?</p> <p>8 A. My -- let's see.</p> <p>9 The assignment and instructions are left</p> <p>10 blank on this document, but the normal course of</p> <p>11 action would be that he would be assigned to inspect</p> <p>12 the loss, to take photos and to assess the damages, to</p> <p>13 write an estimate of repair and to attempt to obtain</p> <p>14 an agreed price with the insured's choice of</p> <p>15 contractor.</p> <p>16 Q. So Harleysville hired Mr. Powell and Tower</p> <p>17 Insurance to do that in this case?</p> <p>18 A. It would appear so, yes.</p> <p>19 Q. What authority did Harleysville give Mr. Powell</p> <p>20 in this case as far as adjusting the claim?</p> <p>21 A. I don't see where any explicit authority was</p> <p>22 given to him. I mean, he would have no authority to</p> <p>23 make final decisions.</p> <p>24 Q. Who has that authority to make a final</p> | |
| | <p>1 decision?</p> <p>2 A. As to what? Final decision as to what?</p> <p>3 Q. As to payment of a claim.</p> <p>4 A. Mr. Powell would have sent an estimate with the</p> <p>5 report to Ms. Clodfelter. If she was in agreement</p> <p>6 with it, she would -- if it were an amount within her</p> <p>7 authority, she could have made that decision.</p> <p>8 If it were over her authority, she would</p> <p>9 ask my permission to send that check.</p> <p>10 Q. And she asked for your permission in this case?</p> <p>11 A. She did.</p> <p>12 Q. What specifically did you authorize? What</p> <p>13 agreement was reached, if any?</p> <p>14 A. According to the log notes, Mr. Powell reached</p> <p>15 an agreement with the contractor on the cost of the</p> <p>16 potential repairs of \$49,877.20.</p> <p>17 And Ms. Clodfelter requested authority to</p> <p>18 pay that amount, less \$10,762.56 in recoverable</p> <p>19 depreciation until such time these were made.</p> <p>20 Q. Authorized to pay who?</p> <p>21 A. The insured, I would assume.</p> <p>22 Q. Now, was there an agreement reached between</p> <p>23 Tower Insurance and the contractor? Let me ask it</p> <p>24 this way.</p> | |

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| 26 | <p>1 It's your understanding that somewhere</p> <p>2 among the insured, the independent adjuster and the</p> <p>3 contractor and Harleysville there was a contract to</p> <p>4 repair the property, an agreement to repair the</p> <p>5 property?</p> <p>6 A. No. Harleysville's job is to assess the</p> <p>7 damages and pay the insured for the cost of those</p> <p>8 repairs. What he does with that money is completely</p> <p>9 up to him.</p> <p>10 Q. In your understanding, who actually hires the</p> <p>11 contractor to do the work?</p> <p>12 A. It would have to be the insured, the person</p> <p>13 that owns the property.</p> <p>14 Q. Should a claims adjuster get the insured's</p> <p>15 permission prior to issuing the check made payable to</p> <p>16 a contractor directly and not exclusively?</p> <p>17 A. If we were sending the check to the insured, he</p> <p>18 was going to get the check, I don't see where there</p> <p>19 would be anything wrong with going ahead and issuing</p> <p>20 it. It would be normal procedure for the adjuster to</p> <p>21 speak with the insured about a payment being made.</p> <p>22 Q. And the check would be issued to the insured</p> <p>23 and jointly with whoever the insured instructed</p> <p>24 Harleysville to put on the check?</p> | 28 | <p>1 premium invoices were sent?</p> <p>2 A. I have no knowledge whatsoever, no.</p> <p>3 Q. So aside from the Internet, e-mail system, the</p> <p>4 claims and underwriting computer systems, property</p> <p>5 manual, the best practices manual, if it was in place</p> <p>6 then, and the scene access system, what other</p> <p>7 resources does a claims adjuster have at their</p> <p>8 disposal in 2004?</p> <p>9 A. Nothing company specific that I'm aware of.</p> <p>10 There are manuals -- there are not manuals but books</p> <p>11 that contain pricing information on the cost of a</p> <p>12 sheet of drywall or paint or that type of thing, but</p> <p>13 nothing else from the company.</p> <p>14 Q. Are there any training manuals or materials or</p> <p>15 similar items that Harleysville uses to train new</p> <p>16 claim employees?</p> <p>17 A. Aside from the property manual? Not that I'm</p> <p>18 aware of.</p> <p>19 Q. In 2004 if Harleysville had hired a new person</p> <p>20 to the claims department, were there any instructions</p> <p>21 or classes or anything like that that the new employee</p> <p>22 would take?</p> <p>23 A. Not that I'm aware of, no.</p> <p>24 Q. Is it true that the claims department employees</p> |
| 27 | <p>1 A. Yes. And it would also be normal procedure to</p> <p>2 include the mortgage company if there was one.</p> <p>3 Q. Was there a mortgage company in June of 2004</p> <p>4 when this claim was adjusted?</p> <p>5 A. I can only look at this, at the log entry of</p> <p>6 June 23, 2004 at 11:45 where Ms. Clodfelter listed the</p> <p>7 coverage information and she listed Ocwen Federal Bank</p> <p>8 as the mortgage company.</p> <p>9 Q. How is a claim processed or handled differently</p> <p>10 when there is a mortgage company with an interest?</p> <p>11 A. The reason that matters to the claims</p> <p>12 department is that we have an obligation to include</p> <p>13 them on a payment for a piece of property that they</p> <p>14 have a financial interest in. That would be the</p> <p>15 extent.</p> <p>16 Q. When Harleysville is aware there is a mortgage</p> <p>17 company with an interest in a property, in 2004 did</p> <p>18 that cause Harleysville to send notices or</p> <p>19 correspondence to the mortgage company as well as the</p> <p>20 insured?</p> <p>21 A. It would not cause Ms. Clodfelter or myself or</p> <p>22 anybody in the claims department to do so, no.</p> <p>23 Q. Do you have any knowledge of how a mortgage</p> <p>24 company's interest in a property would affect where</p> | 29 | <p>1 at times send certified mail to an insured?</p> <p>2 A. Yes. That happens on occasion, yeah.</p> <p>3 Q. Why does that happen on occasion?</p> <p>4 A. It would be specific to that particular claim</p> <p>5 and circumstance. If for whatever reason the person</p> <p>6 wanted to send something certified mail, they could.</p> <p>7 Q. Does the claims department ever utilize a proof</p> <p>8 of mailing or other affidavit type thing that would</p> <p>9 allow it to prove that something was mailed?</p> <p>10 A. Not that I'm aware of, short of sending</p> <p>11 something certified mail or through carrier for hire</p> <p>12 such as UPS or FedEx.</p> <p>13 Q. In which case you would get a receipt?</p> <p>14 A. Correct.</p> <p>15 Q. Referring to page 1, just to confirm, all of</p> <p>16 the entries that have DRIDDLE on them are yours?</p> <p>17 A. That is correct.</p> <p>18 Q. Do you know what the group of letters JSULLIV,</p> <p>19 do you know who that is?</p> <p>20 A. On the first page?</p> <p>21 Q. Yes, sir.</p> <p>22 A. 6-22-2004 at 23:52 and 41 seconds? Is that</p> <p>23 what you're asking?</p> <p>24 Q. Yes.</p> |

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| 30 | <p>1 A. I believe that would be the I.D. of the person</p> <p>2 that entered that note and her name would be Julie</p> <p>3 Sullivan.</p> <p>4 Q. How about the note on August 16th at 14:49</p> <p>5 which is at the bottom of page 205?</p> <p>6 A. That's KFAIN? I'm not familiar with that name.</p> <p>7 My assumption from reading the note is</p> <p>8 that that is an employee in our call center in</p> <p>9 Pennsylvania.</p> <p>10 Q. The letters immediately after the name portion,</p> <p>11 what do those represent?</p> <p>12 A. The TOKF?</p> <p>13 Q. Yes, sir.</p> <p>14 A. I do not know.</p> <p>15 Q. Do you know what the GEN stands for?</p> <p>16 A. Yes. When you enter a remark in the claim</p> <p>17 system, you can choose the category to call that</p> <p>18 remark. GEN stands for general.</p> <p>19 Q. I believe you were testifying earlier that it</p> <p>20 is the insured's contract or agreement with the</p> <p>21 contractor to make repairs to a property. Is that</p> <p>22 right?</p> <p>23 A. It's their option to do so, yes. We were</p> <p>24 not -- Harleysville will not contract with anyone to</p> | 32 | <p>1 not. I don't know.</p> <p>2 Q. Do you understand though that relationship</p> <p>3 between Harleysville, an independent adjuster, the</p> <p>4 contractor and the insured could be confusing to an</p> <p>5 insured?</p> <p>6 A. I understand that if he is not, he or she is</p> <p>7 not told how the process works that that could be</p> <p>8 confusing, yes.</p> <p>9 Q. And that's why you, in fact, explain it to</p> <p>10 them?</p> <p>11 A. That would be the point.</p> <p>12 Q. That's what your best practices is?</p> <p>13 A. I'm not sure if that's a best practice or not.</p> <p>14 That's why it would be common procedure to do so.</p> <p>15 Q. I didn't mean to use that phrase.</p> <p>16 That's why it's Harleysville's common</p> <p>17 procedure to explain it to the insured, because it can</p> <p>18 be confusing?</p> <p>19 A. Yes.</p> <p>20 Q. Is it common practice to send anything in</p> <p>21 writing to the insured regarding that issue?</p> <p>22 A. I don't know of any procedure that requires</p> <p>23 that, no.</p> <p>24 Q. Is it a common practice to do so?</p> |
| 31 | <p>1 repair someone else's property.</p> <p>2 Q. But they agree to pay for it. Is that right?</p> <p>3 A. Yes, if the claim is handled and a price is</p> <p>4 found and a check is cut to pay for those damages.</p> <p>5 Q. Do you find that Harleysville's insureds in</p> <p>6 general always understand that concept, that it's them</p> <p>7 who is actually hiring the contractor?</p> <p>8 A. Yes. That would be part of the process, to</p> <p>9 explain to them that it's their property and we will</p> <p>10 pay you for the cost of the repairs.</p> <p>11 Q. Am I correct that it's Harleysville's duty to</p> <p>12 explain that to its insured?</p> <p>13 A. It would be normal procedure to explain that to</p> <p>14 the insured.</p> <p>15 Q. And it would have been normal procedure to</p> <p>16 explain that to Mr. Drexel in this case?</p> <p>17 A. Yes.</p> <p>18 Q. Are you able to tell whether that relationship</p> <p>19 or knowledge was explained to Mr. Drexel?</p> <p>20 A. I can only refer to the log notes and I don't</p> <p>21 see an entry that covers that conversation, no.</p> <p>22 Q. Do you understand how that might be confusing</p> <p>23 to an insured?</p> <p>24 A. I don't know if that conversation was had or</p> | 33 | <p>1 A. It is a common practice to send, to have a</p> <p>2 conversation with the insured and/or send a letter</p> <p>3 upon payment explaining that we're sending you this</p> <p>4 money. But I don't know that it's common practice to</p> <p>5 specifically say that in writing to the insured.</p> <p>6 Q. Do you know when the repairs to Mr. Drexel's</p> <p>7 property actually began in this case?</p> <p>8 A. I have no idea.</p> <p>9 Q. Are you able to tell from H-1 at all?</p> <p>10 A. Give me a minute and --</p> <p>11 Q. Take your time.</p> <p>12 A. -- I will look. (Reviewing document).</p> <p>13 I do not see any notes in here that would</p> <p>14 give that information.</p> <p>15 Q. You were present during Ms. Clodfelter's</p> <p>16 deposition. Is that correct?</p> <p>17 A. I was.</p> <p>18 Q. To your knowledge, are there any documents that</p> <p>19 I discussed with Ms. Clodfelter that might show when</p> <p>20 the repairs began to Mr. Drexel's property?</p> <p>21 A. Not to my knowledge, but I wasn't looking at</p> <p>22 every document that you showed her.</p> <p>23 Q. I understand.</p> <p>24 I'm going to show you H-5. Can you</p> |

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| 34 | <p>1 identify that document, please?</p> <p>2 A. My guess from looking at the log notes is that</p> <p>3 Brooke's name shows up in there somewhere. I'm</p> <p>4 assuming that's an underwriting employee of</p> <p>5 Harleysville. I don't know that for a fact.</p> <p>6 And it looks like she's sending an e-mail</p> <p>7 to somebody named Marc Good, who from looking at the</p> <p>8 log notes that matches the name of the agent on this</p> <p>9 policy.</p> <p>10 Q. And the date of Ms. Beauman's e-mail is June</p> <p>11 29th, 2004?</p> <p>12 A. Correct.</p> <p>13 Q. Reading that e-mail, doesn't it look like some</p> <p>14 of Harleysville's employees were aware that payment</p> <p>15 had not been received as early as late June 2004?</p> <p>16 A. Well, I can infer from this e-mail that payment</p> <p>17 had not been received at the time that she wrote this</p> <p>18 e-mail to her knowledge.</p> <p>19 Q. And you believe that Ms. Beauman is a</p> <p>20 Harleysville employee?</p> <p>21 A. I don't know that for a fact. I'm assuming --</p> <p>22 there's a log note in here somewhere that references a</p> <p>23 person named Brooke, so I'm assuming that those may be</p> <p>24 the same Brooke.</p> | 36 | <p>1 A. That's how I understand it works, yes.</p> <p>2 Q. Are you aware within Harleysville's claims and</p> <p>3 underwriting computer systems where a person would go</p> <p>4 to find out whether a policy was in non-pay status or</p> <p>5 non-payment status?</p> <p>6 A. I am not. From the claims side on that first</p> <p>7 screen in the underwriting system in the bottom left</p> <p>8 corner it will say active or something other than</p> <p>9 active, canceled, non-renewed, whatever, but that's</p> <p>10 the extent of where we would know to look.</p> <p>11 Q. Will the phrase non-pay or non-payment or</p> <p>12 something similar to that appear in that section of</p> <p>13 the screen?</p> <p>14 A. I honestly don't know the answer to that</p> <p>15 question.</p> <p>16 Q. As far as you know, if a policy is placed into</p> <p>17 non-payment status would a claims representative have</p> <p>18 knowledge of that?</p> <p>19 A. I'm not sure what non-payment status means.</p> <p>20 Q. You don't have any understanding what that</p> <p>21 means?</p> <p>22 A. I can only guess.</p> <p>23 Q. If Harleysville had not received a timely</p> <p>24 premium payment would claims adjusters have access to</p> |
| 35 | <p>1 Q. Can you tell me what note you're looking at?</p> <p>2 A. Give me a minute.</p> <p>3 MR. CASARINO: I think it's in September.</p> <p>4 A. (Reviewing document).</p> <p>5 MR. CASARINO: I'm sorry. It's 8-13.</p> <p>6 A. Yes. Ms. Clodfelter entered a remark on 8-13</p> <p>7 that states she called underwriting to see if they</p> <p>8 were going to reinstate and spoke with Brooke.</p> <p>9 Q. Could you look at the note on 8-16 at 16:39?</p> <p>10 That's the next page.</p> <p>11 A. Okay.</p> <p>12 Q. Does that note shed any light on who Mr. Good</p> <p>13 might be?</p> <p>14 A. It states that the agent's name is Marc Good.</p> <p>15 Q. What does the term "agent" mean to you in this</p> <p>16 context?</p> <p>17 A. In this context it would mean that he is an</p> <p>18 independent insurance agent who sells insurance for</p> <p>19 different companies, one of which being Harleysville</p> <p>20 Insurance.</p> <p>21 Q. And, thus, not a direct employee of</p> <p>22 Harleysville?</p> <p>23 A. That would be correct.</p> <p>24 Q. They receive commissions for placing policies?</p> | 37 | <p>1 that information through either the claims or</p> <p>2 underwriting computer systems?</p> <p>3 A. No.</p> <p>4 Q. I'm going to show you what's been marked as H-7</p> <p>5 and if you can identify that document.</p> <p>6 A. I cannot. It appears to be an underwriting</p> <p>7 document.</p> <p>8 Q. Have you ever seen a document like that?</p> <p>9 A. I may have at some point in my career seen</p> <p>10 something similar to this, some sort of underwriting</p> <p>11 document.</p> <p>12 Q. Do you know what the purpose of this document</p> <p>13 is?</p> <p>14 A. I can only tell you what it says. There are</p> <p>15 different boxes. They have checked one that says,</p> <p>16 "The policy has expired. Our renewal offer was not</p> <p>17 taken. If the policy is subject to audit, the premium</p> <p>18 may be adjusted based on policy audit provisions."</p> <p>19 Q. Are you able to tell when that document was</p> <p>20 issued by Harleysville?</p> <p>21 A. At the bottom of the page it says Mail Date</p> <p>22 07-07-2004 and then it says Issue Date 07-06-2004.</p> <p>23 Q. Are you able to tell from where within</p> <p>24 Harleysville this document is produced?</p> |

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| 38 | <p>1 A. It appears that there's a return address in the</p> <p>2 upper right corner that says Harleysville,</p> <p>3 Pennsylvania.</p> <p>4 Q. Do you know who Bob Southard is?</p> <p>5 It's not that document.</p> <p>6 A. I believe Mr. Southard is an employee of the</p> <p>7 underwriting department in Harleysville. I don't know</p> <p>8 what his specific title is.</p> <p>9 My assumption from Ms. Clodfelter's</p> <p>10 deposition is that he is an underwriting manager.</p> <p>11 Q. Why do you make that assumption? What facts do</p> <p>12 you base it on?</p> <p>13 A. Because there's a log entry in the claim notes</p> <p>14 where she was asking the underwriting manager to send</p> <p>15 e-mail confirmation of the policy not being in effect</p> <p>16 and you produced an e-mail from Bob Southard to her</p> <p>17 stating that.</p> <p>18 Q. I'm going to show you what's been marked as</p> <p>19 H-15.</p> <p>20 Is that the e-mail that you're referring</p> <p>21 to?</p> <p>22 A. It is, yes. He may be something other than a</p> <p>23 manager. I don't know. He appears to be an employee</p> <p>24 of the underwriting department.</p> | 40 | <p>1 claim above 100,000?</p> <p>2 A. Then I would have to request it from my unit</p> <p>3 manager.</p> <p>4 Q. Is that someone at Nashville or someone at the</p> <p>5 home office?</p> <p>6 A. Nashville.</p> <p>7 Q. Do you know what the level authority is before</p> <p>8 it's sent to the home office?</p> <p>9 A. I believe the claims office authority, the</p> <p>10 Nashville office authority is 350,000.</p> <p>11 Q. And do you believe that was the case in the</p> <p>12 summer of 2004 as well?</p> <p>13 A. I can't be certain, but I don't have any reason</p> <p>14 to believe otherwise.</p> <p>15 Q. You don't recall it changing since then?</p> <p>16 A. No.</p> <p>17 Q. If you could look at your note from August 13th</p> <p>18 at 14:18 and explain that to me, I would appreciate</p> <p>19 it.</p> <p>20 A. It appears to be a note from me to Sherry</p> <p>21 asking her to or explaining to her that it looks like</p> <p>22 per the e-mail she received that there's an issue with</p> <p>23 the policy not being in effect and that she needed to</p> <p>24 look into that and she also needed to not send the</p> |
| 39 | <p>1 Q. I'm going to show you H-6.</p> <p>2 Are you able to identify that document?</p> <p>3 A. No. This is not something that would be</p> <p>4 familiar to me.</p> <p>5 Q. Does it appear to be an underwriting document?</p> <p>6 A. That would be my guess, yes.</p> <p>7 Q. Why do you make that guess?</p> <p>8 A. It's labeled Request For Cancellation/ 9 Termination Notice. That sounds like an underwriting 10 type of deal and the signature at the bottom says 11 underwriter's signature.</p> <p>12 Q. If you could please turn to H-1, 8-13 at 13:35.</p> <p>13 A. Okay.</p> <p>14 Q. Can you explain to me what that notation means?</p> <p>15 A. Yes. Ms. Clodfelter was asking permission to 16 pay Mr. Drexel and the total amount of the check that 17 she was asking to pay was over her monetary authority 18 limit, so she asked me for that permission and I 19 granted it.</p> <p>20 Q. On August 13th, 2004 what was the extent of 21 your authority?</p> <p>22 A. To my best recollection, it would have been</p> <p>23 100,000.</p> <p>24 Q. And what happens if you need authority to pay a</p> | 41 | <p>1 check.</p> <p>2 Q. But the phrase you use is "this policy may be 3 canceled." Is that correct?</p> <p>4 A. That's what it says, yes. In the claims -- as 5 a claims person, the details of why the policy is not 6 in effect would not really concern us. We would 7 only -- it either is or isn't, so we may use cancel as 8 a generic term to cover whatever we're being told.</p> <p>9 Q. You're following underwriting instructions?</p> <p>10 A. Yes.</p> <p>11 Q. I'm going to show you H-13.</p> <p>12 A. Okay.</p> <p>13 Q. Do you have any recollection of these e-mails 14 from when they actually occurred?</p> <p>15 A. I do not.</p> <p>16 Q. If you look at the middle of the first page, 17 it's an e-mail from Amber Staton to Sherry Clodfelter. 18 It says, "Do you want me to put the claim into No 19 Coverage?" And the phrase "No Coverage" is 20 capitalized.</p> <p>21 Does that have a specific meaning to it, 22 that phrase?</p> <p>23 A. Specifically what that means, I'm not really 24 sure about. I assume that it puts it into a status</p> |

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| 42 | <p>1 where it would be unable for anybody to send a check</p> <p>2 on that claim. That's an assumption. I'm not sure</p> <p>3 why she's asking that question. It sounds like a</p> <p>4 processing question.</p> <p>5 Q. On page 2 there's an e-mail from you to</p> <p>6 Ms. Clodfelter at 2:25 p.m.</p> <p>7 A. Okay.</p> <p>8 Q. Can you explain what you're instructing</p> <p>9 Ms. Clodfelter to do in that e-mail?</p> <p>10 A. Yes. I was instructing her to stop the check</p> <p>11 that she had entered into the computer system and to</p> <p>12 review the coverage to determine what was going on.</p> <p>13 Q. When you sent that e-mail, what was your</p> <p>14 understanding of what specifically she would do in</p> <p>15 order to check the coverage?</p> <p>16 A. She would go back and look at the same</p> <p>17 underwriting screen that she looked at the day the</p> <p>18 claim was received to see if any of the information</p> <p>19 had changed.</p> <p>20 Q. And do you believe that the information had</p> <p>21 changed at that point?</p> <p>22 A. I don't know.</p> <p>23 Q. That same e-mail you used the term effective</p> <p>24 date. What date are you referring to in that e-mail</p> | 44 | <p>1 A. That's what it looks like, yes.</p> <p>2 Q. To your knowledge, what is the direct bill/</p> <p>3 account/payment info system?</p> <p>4 A. I don't know. Account/payment info sounds like</p> <p>5 information related to payment of premium. I don't</p> <p>6 know what the term direct bill means.</p> <p>7 Q. Is the information that is listed on H-14</p> <p>8 something that claims handlers would have access to</p> <p>9 during the process of adjusting a claim?</p> <p>10 A. Not to my knowledge. It may be that the screen</p> <p>11 is in the underwriting coverage screens where you</p> <p>12 would go to look at coverage. I don't know the answer</p> <p>13 to that.</p> <p>14 Q. Are there more than one screen, are there more</p> <p>15 than one screens available when you go into the</p> <p>16 underwriting system?</p> <p>17 A. Yes.</p> <p>18 Q. What are the different screens that are</p> <p>19 available, to your knowledge?</p> <p>20 A. There's more information than would fit on one</p> <p>21 screen, so there's policy address, different locations</p> <p>22 that might be on certain policy, different coverage</p> <p>23 forms that might apply, different limits of coverage</p> <p>24 for different types of coverage that might apply,</p> |
| 43 | <p>1 by the phrase effective date?</p> <p>2 A. The effective date would mean the renewal date</p> <p>3 for that policy term.</p> <p>4 Q. Which in this case was June 8, 2004?</p> <p>5 A. I believe that's correct. And I would be</p> <p>6 basing that off of the original e-mail from Amber</p> <p>7 Staton.</p> <p>8 Q. Amber Staton is an underwriting employee. Is</p> <p>9 that correct?</p> <p>10 A. I don't know that. She is a Harleysville</p> <p>11 employee. She's not a claims employee. I don't know</p> <p>12 if she reports to underwriting or a processing</p> <p>13 department or accounting.</p> <p>14 It says her title is claims entry. Maybe</p> <p>15 she does report to the claims department. I don't</p> <p>16 know.</p> <p>17 Q. I'm going to show you H-14.</p> <p>18 Are you able to identify this document?</p> <p>19 A. No. That's not a claims document. It looks</p> <p>20 like a screen print from I'm assuming underwriting or</p> <p>21 accounting or something of that nature.</p> <p>22 Q. If you look closely at the top of both pages, I</p> <p>23 think I can make out the phrase "Direct Bill/</p> <p>24 Account/Payment Info."</p> | 45 | <p>1 mortgage company information, et cetera.</p> <p>2 Q. To your knowledge, is there information</p> <p>3 regarding premium receipts or payments?</p> <p>4 A. Not to my knowledge.</p> <p>5 Q. I show you H-16 and ask you to identify that</p> <p>6 document.</p> <p>7 A. It appears to be a letter from Ms. Clodfelter</p> <p>8 to Mr. Drexel dated September 14, 2004.</p> <p>9 Q. What did that letter inform Mr. Drexel?</p> <p>10 A. It says, "According to our records your policy</p> <p>11 was canceled for non-payment of premium. The</p> <p>12 effective date of cancellation was 6/8/04. Since the</p> <p>13 fire loss is 6/22/04 it occurred after the</p> <p>14 cancellation date we are unable to afford you coverage</p> <p>15 under the policy.</p> <p>16 "If you have any questions, please feel</p> <p>17 free to contact me."</p> <p>18 Q. To your knowledge, did Mr. Drexel's policy have</p> <p>19 any provisions requiring advanced notice of</p> <p>20 cancellation?</p> <p>21 A. I don't to my knowledge know what those</p> <p>22 provisions would be, but my understanding of insurance</p> <p>23 policies is that most of them do have provisions</p> <p>24 regarding cancellation.</p> |

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| 46 | <p>1 Q. Is that an area of concern for a claims handler</p> <p>2 at Harleysville?</p> <p>3 A. No.</p> <p>4 Q. That's an underwriting decision?</p> <p>5 A. Yes.</p> <p>6 Q. Have you ever been involved in a coverage</p> <p>7 decision while you were at Harleysville as far as</p> <p>8 whether the terms of a policy apply or don't apply to</p> <p>9 a particular loss?</p> <p>10 A. Have I been involved in coverage decisions</p> <p>11 based on policy language? Yes.</p> <p>12 Something to do with premiums and</p> <p>13 cancellation notices? No.</p> <p>14 Q. Ms. Clodfelter testified about an e-mail or a</p> <p>15 question that was sent to PLRB. Can you explain to me</p> <p>16 what that is, PLRB?</p> <p>17 A. It's an acronym that stands for Property Loss</p> <p>18 Research Bureau, which is an organization of attorneys</p> <p>19 that insurance companies pay an annual fee to be a</p> <p>20 member to their Web site and you have access to their</p> <p>21 Web site where there is access to state statutes, case</p> <p>22 law, that type of information.</p> <p>23 And you can also submit questions to them</p> <p>24 and the attorneys will research them and provide you</p> | 48 | <p>1 A. Only what I see in these log notes.</p> <p>2 Q. You don't have any knowledge aside from what's</p> <p>3 recorded here in H-1?</p> <p>4 A. I don't have any recollection, no.</p> <p>5 Q. Do you know what question Ms. Clodfelter was</p> <p>6 asking this group?</p> <p>7 A. I do not.</p> <p>8 Q. Do you know who Vincent J. Bracco is?</p> <p>9 A. I do not.</p> <p>10 Q. Do you know what part of Harleysville customer</p> <p>11 support representatives work for?</p> <p>12 A. No, I don't. May I look at what you're --</p> <p>13 Q. Sure. It's H-17.</p> <p>14 A. I don't know what department that title would</p> <p>15 report to. It does not sound like a claims function.</p> <p>16 Q. I'm going to show you H-18.</p> <p>17 Can you identify that document?</p> <p>18 A. It's not a document that I'm familiar with, no.</p> <p>19 Q. I'm going to show you H-19.</p> <p>20 Are you able to identify that document?</p> <p>21 A. It is not part of the claims system. From the</p> <p>22 title at the top of the page, I can infer that it is</p> <p>23 something from the underwriting system.</p> <p>24 Q. Is this part of the system that claims</p> |
| 47 | <p>1 with an opinion.</p> <p>2 Q. Is it your understanding that that entity acts</p> <p>3 as Harleysville's attorneys during that process?</p> <p>4 A. I don't know what the legal status would be.</p> <p>5 It's my understanding that it's a group of attorneys</p> <p>6 that our company, as well as most other insurance</p> <p>7 companies pay a fee to be a member of their Web site</p> <p>8 where we can ask those questions.</p> <p>9 Q. Does the claims department handle those fees on</p> <p>10 behalf of Harleysville?</p> <p>11 A. Not that I'm aware of. I don't know.</p> <p>12 Q. You don't know who would pay this bureau?</p> <p>13 A. I don't know.</p> <p>14 Q. Under what circumstances are claims handlers</p> <p>15 instructed to ask questions of this entity? Just</p> <p>16 generally why would they do it?</p> <p>17 A. Any number of reasons. If they have some legal</p> <p>18 issue that they want to ask them to look up case law</p> <p>19 on or ask them if they have run into a similar</p> <p>20 situation, they can do so. There's no instructions of</p> <p>21 when and where. It's just a resource.</p> <p>22 Q. Do you have any direct knowledge of</p> <p>23 Harleysville's interaction with this group in this</p> <p>24 instance, Mr. Drexel's claim?</p> | 49 | <p>1 representatives would have access to during the claims</p> <p>2 handling process in 2004?</p> <p>3 A. I don't know. It does not look familiar as a</p> <p>4 type of page that I would see if I looked at that.</p> <p>5 Q. Is it possible that this is one of the other</p> <p>6 screens in the underwriting system that you have</p> <p>7 access to?</p> <p>8 A. I can't say for certainty it's not so, yes,</p> <p>9 it's possible.</p> <p>10 Q. If you would look at the first entry marked</p> <p>11 number 01 on the first page dated July 6th, 2004, are</p> <p>12 you able to tell me what that entry means?</p> <p>13 A. I am not.</p> <p>14 Q. If you would look at page 198 of that document,</p> <p>15 particularly the box in the middle, the first line.</p> <p>16 A. Okay.</p> <p>17 Q. Are you able to tell what the group of letters</p> <p>18 CNISS means?</p> <p>19 A. According to this page, it says CNISS</p> <p>20 cancellation issue.</p> <p>21 Q. And referring back to page 1, the first entry</p> <p>22 it in fact says CNISS was entered on July 6th, 2004.</p> <p>23 Is that correct?</p> <p>24 MR. CASARINO: Well, I think --</p> |

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| 50 | <p>1 A. I don't see that, no. It says -- I see where</p> <p>2 it says 6-8-04 CNISS.</p> <p>3 Q. If you look at the first date on the line</p> <p>4 moving from left to right, there's two dates. The</p> <p>5 first one --</p> <p>6 A. It says 7-06-04. I don't know what that means</p> <p>7 or is referring to. CNISS is over on the far right</p> <p>8 after a date labeled 6-08-04.</p> <p>9 Q. But it looks like some kind of CNISS notice was</p> <p>10 issued on either July 6th or June 8th, 2004. Is that</p> <p>11 correct?</p> <p>12 A. I don't know that. I can't tell from this what</p> <p>13 that says.</p> <p>14 Q. Can I see the documents that you have, please?</p> <p>15 A. Sure.</p> <p>16 Q. I'm going to show you H-7.</p> <p>17 A. Okay.</p> <p>18 Q. Are you able to tell when that document was</p> <p>19 issued by Harleysville?</p> <p>20 A. I can tell that at the bottom of the document</p> <p>21 it says mail date 07-07-2004 and under that it says</p> <p>22 issued date 07-06-2004.</p> <p>23 Q. Those would be the dates this document was</p> <p>24 issued and sent to the addressee?</p> | 52 | <p>1 MR. BESTE: That's all I have.</p> <p>2 BY MR. CASARINO:</p> <p>3 Q. You were referred to H-5, which is an e-mail</p> <p>4 from Brooke Beauman, who I believe is someone in</p> <p>5 underwriting, to Marc Good, who I think you now</p> <p>6 understand was the agent of Mr. Drexel. If I read</p> <p>7 that, and see if you read it the same way, it appears</p> <p>8 to be a last-ditch effort on the part of underwriting</p> <p>9 to get Mr. Drexel to pay his premium by June 30, 2004.</p> <p>10 MR. BESTE: Objection.</p> <p>11 Q. Does it not?</p> <p>12 A. That's what it appears to be to me, yes.</p> <p>13 Q. If he does not pay it by June 30, '04, the</p> <p>14 policy will not be reinstated?</p> <p>15 MR. BESTE: Objection.</p> <p>16 A. That would be my inference, yes.</p> <p>17 MR. CASARINO: I have nothing else.</p> <p>18 BY MR. BESTE:</p> <p>19 Q. H-5, the document that you were just being</p> <p>20 shown, to your knowledge was Mr. Drexel made aware of</p> <p>21 the information in these e-mails or the e-mails or the</p> <p>22 fact that the policy was, the premium was late?</p> <p>23 A. I would have no knowledge of that. That would</p> <p>24 be a question for somebody in underwriting.</p> |
| 51 | <p>1 A. I can only assume that's what that means.</p> <p>2 That's what it says, yes.</p> <p>3 Q. Based on that document, doesn't it appear that</p> <p>4 representatives of Harleysville were taking the</p> <p>5 position the policy had expired as early as July 6,</p> <p>6 2004?</p> <p>7 A. It would appear that if this was issued on</p> <p>8 July 6, 2004 and they checked the box saying this</p> <p>9 policy has expired, that's what they're telling you,</p> <p>10 yes, that's what they're telling whoever they sent</p> <p>11 this to.</p> <p>12 Q. But no one at or within Harleysville's claim</p> <p>13 department was aware of that until August 13, 2004.</p> <p>14 Is that correct?</p> <p>15 A. That's correct.</p> <p>16 Q. Do you have any idea why that is?</p> <p>17 A. It's not information we would have access to</p> <p>18 unless somebody from underwriting told us.</p> <p>19 Q. Give me one minute and I think I'm done.</p> <p>20 I believe you testified that you have no</p> <p>21 knowledge and are not able to tell from the documents</p> <p>22 we have talked about today when the repairs to</p> <p>23 Mr. Drexel's property began?</p> <p>24 A. That's correct.</p> | 53 | <p>1 Q. But looking at this e-mail, it does not appear</p> <p>2 that Mr. Drexel was made aware of that fact?</p> <p>3 A. This is an e-mail to the agent so, no,</p> <p>4 Mr. Drexel was not party to this e-mail.</p> <p>5 MR. BESTE: Okay. That's all I have.</p> <p>6 MR. CASARINO: We'll read.</p> <p>7 (Deposition concluded at 2:55 p.m.)</p> <p>8 I N D E X</p> <p>9 DEPONENT: CAREY DANIEL RIDDLE PAGE</p> <p>10 Examination by Mr. Beste 2</p> <p>11 Examination by Mr. Casarino 52</p> <p>12 Examination by Mr. Beste 52</p> <p>13 E X H I B I T S</p> <p>14 H DEPOSITION EXHIBITS MARKED</p> <p>15 20 Five-page document captioned "Adjuster</p> <p>16 Remarks For Claim SO-530739" 11</p> <p>17 21 Document Bates stamp numbered P000263-</p> <p>18 265 23</p> <p>19 ERRATA SHEET/DEPONENT'S SIGNATURE PAGE 54</p> <p>20 CERTIFICATE OF REPORTER PAGE 55</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> |

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| 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 | 54 REPLACE THIS PAGE WITH THE ERRATA SHEET AFTER IT HAS BEEN COMPLETED AND SIGNED BY THE DEPONENT. | 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 | 55 1 State of Delaware) 2) 3 New Castle County) 4 5 CERTIFICATE OF REPORTER 6 7 I, Kurt A. Fetzer, Registered Diplomat 8 Reporter and Notary Public, do hereby certify that 9 there came before me on Thursday, August 30, 2007, the 10 deponent herein, CAREY DANIEL RIDDLE, who was duly 11 sworn by me and thereafter examined by counsel for the 12 respective parties; that the questions asked of said 13 deponent and the answers given were taken down by me 14 in Stenotype notes and thereafter transcribed by use 15 of computer-aided transcription and computer printer 16 under my direction. 17 I further certify that the foregoing is a true 18 and correct transcript of the testimony given at said 19 examination of said witness. 20 I further certify that I am not counsel, 21 attorney, or relative of either party, or otherwise 22 interested in the event of this suit. 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 |
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